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PTO/SB/61 (11-03)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED UNAVOIDABLY UNDER 37 CFR 1.137(a)		Docket Number (Optional)
First Named Inventor: GREGG DORN	Art Unit: 3629	RECEIVED SEP 14 2004 OFFICE OF PETITIONS
Application Number: 09/771,990	Examiner: JONATHAN OULLETTE	
Filed: 1/30/2001		
Title: PERSONAL INTRODUCTION SYSTEM		
Attention: Office of Petitions Mail Stop Petition Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450		
NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (703) 305-9382.		
The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the Office notice or action plus any extensions of time actually obtained.		
APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION. NOTE: A grantable petition requires the following items: (1) Petition fee. (2) Reply and/or issue fee. (3) Terminal disclaimer with disclaimer fee-required for all utility and plant applications filed before June 8, 1995, and for all design applications; and (4) Adequate showing of the cause of unavoidable delay.		
1. Petition fee <input checked="" type="checkbox"/> Small entity - fee \$ 55.00 (37 CFR 1.17(l)). Applicant claims small entity status. See 37 CFR 1.27. <input type="checkbox"/> Other than small entity - fee \$ _____ (37 CFR 1.17(l)).		
2. Reply and/or fee A. The reply and/or fee to the above-noted Office action in the form of _____ (identify the type of reply): <input type="checkbox"/> has been filed previously on _____ <input type="checkbox"/> is enclosed herewith. B. The issue fee of \$ _____ <input type="checkbox"/> has been filed previously on _____ <input type="checkbox"/> is enclosed herewith.		

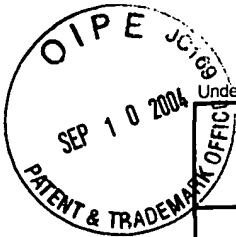
[Page 1 of 3]

This collection of information is required by 37 CFR 1.137(a). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450. If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

09/13/2004 WABDELRI 00000044 09771990

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PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED
UNAVOIDABLY UNDER 37 CFR 1.137(a)

3. Terminal disclaimer with disclaimer fee

- ☒ Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.
- ☐ A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ _____ for a small entity or \$ _____ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

4. An adequate showing of the cause of the delay, and that the entire delay in filing the required reply from the due date for the reply until the filing of a grantable petition under 37 CFR 1.137(a) was unavoidable, is enclosed.

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

9/7/04

Date

Gregg Dorn

Signature

703 435 4613

Telephone Number

GREGG DORN

Typed or printed name

Registration Number, if applicable

3274 KINROSS CIRCLE

Address

HERNDON, VA 20171

Address

Enclosure ☒ Fee Payment

☐ Reply

☐ Terminal Disclaimer Form

☐ Additional sheets containing statements establishing unavoidable delay

☐

CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))

I hereby certify that this correspondence is being:

☒ deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to **Mail Stop Petition**, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

☐ transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (703) 872-9306.

9/8/04

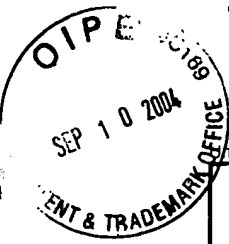
Date

Gregg Dorn

Signature

GREGG DORN

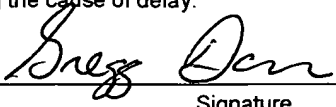
Typed or printed name of person signing certificate



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PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED
UNAVOIDABLY UNDER 37 CFR 1.137(a)

NOTE: The following showing of the cause of unavoidable delay must be signed by all applicants or by any other party who is presenting statements concerning the cause of delay.


<u>9/7/04</u> Date	<u></u> Signature
 Registration Number, if applicable	<u>GREGG DORN</u> Typed or printed name

(In the space provided below, please explain in detail the reasons for the delay in filing a proper reply.)

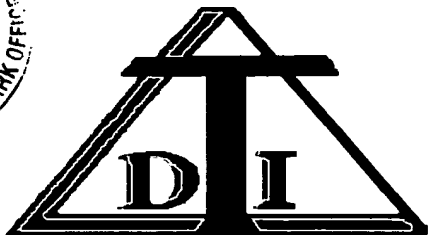
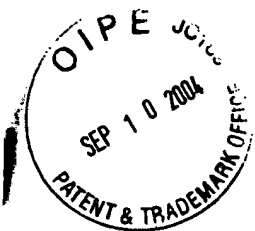
I respectfully petition for the revival of my patent application. I have enclosed the appropriate form and fees that I believe are needed for this. My primary reason for not responding to the initial action of my patent is that I have been unable to hire an attorney to help with the further prosecution of my patent. I have been trying to save/raise money to hire an attorney, but have not yet succeeded. In my best judgment, I believe I can finish saving/raising funds within 6 to 12 more months. I would like to ask for at least that much amount of time. Three primary examples of my effort in the last two years to further the patent are: (1) I started my own company, called Dorn Technologies, Inc. to attract investors and business partners. (2) I hired a consultant company (DeltaTech, Inc. of Dulles Va.) to try and market my invention to investors. (3) Most recently, I partnered with two other persons to start a company called Track RF, Inc. to try and solicit investors by using the technology of the patent. With that company we had an initial agreement with a venture company called Milestone Equity Partners to raise capital. Unfortunately, these three attempts have failed for various reasons, and I am now trying to raise money on my own with the intent of licensing my patent. I am also trying to work on the patent revisions myself, which is going slowly.

I have included photo copies of documents related to my efforts over the last years and months. I hope they will show evidence that I am actively trying to complete the patent. My desire to complete the patent application is very determined and sincere. If there is anything else I can provide. Please let me know.

Please also note, I have moved since my patent application was filed. I have separately submitted an address update form, but do not know if it will be updated by the time you receive this. All correspondence should be directed to my new address and phone number.

Sincerely,

Gregg Dorn
3274 Kinross Circle
Herndon, VA 20171
703-435-4613

(Please attach additional sheets if additional space is needed.)



21515 Ridgeway Circle
Suite 180
Dulles, VA 20166-6505
Tel: 703/421-8224
Fax: 703/421-8229
www.dtintl.com

December 18, 2002

Mr. Gregg Dorn
Dorn Technologies, Inc.
6338 Shirey Lane
Centreville, VA 20121

Gregg:

Please find enclosed DeltaTech's Market Assessment Report. The appendices are somewhat lengthy, but the Canadian report is very detailed and I thought it would be of interest to you.

Sincerely,

DeltaTech International



Ernst Ringle
Managing Partner

Enc: MAR

RECEIVED

SEP 14 2004

OFFICE OF PETITIONS



LETTER OF INTENT

By and between

MILESTONE EQUITY PARTNERS NORTHERN VIRGINIA, **RECEIVED**

and

TrackRF, Inc.

February 20, 2003

SEP 14 2004

OFFICE OF PETITIONS

This Letter of Intent is between Milestone Equity Partners Northern Virginia, LLC, a Delaware limited liability company having its principal office and place of business at 6066 Leesburg Pike, Suite 500, Falls Church, Virginia 22041 ("**Milestone**") and TrackRF, Inc., a Virginia Corporation having its principal office and place of business at 6338 Shirey Lane, Centreville, Va 20121 (the "**Company**"). Milestone's business model is to partner with entrepreneurs and investors to create valuable businesses from innovative technologies and ideas. The Company develops Radio Frequency (RF) hardware and software technology. Milestone and the Company desire to enter into an arrangement, substantially on the terms and conditions outlined in this Letter of Intent, whereby Milestone will provide a comprehensive package of customized business advisory and acceleration services and the Company will provide Milestone with a consulting fee and equity ownership of the Company. Milestone and the Company acknowledge and agree that this Letter of Intent is non-binding and that it is merely a framework for a Definitive Agreement (as defined below).

The consummation of the transactions detailed in this Letter of Intent will be subject to the negotiation and execution of a definitive agreement (the "**Definitive Agreement**"), with terms substantially as described below, which the parties shall endeavor to enter into on or before February 20, 2003. This deadline may be extended by mutual agreement of the parties.

PROPOSED TERMS OF DEFINITIVE AGREEMENT

TERM

Subject to the termination provision below, the Definitive Agreement would operate for an initial term of one (1) year, and would renew for successive one (1)-year extensions at the option of both parties.

MILESTONE COMMITMENTS

Pursuant to the Definitive Agreement, Milestone would review and refine overall the Company's business strategy; establish product development and positioning requirements; establish sales target market and surrounding sales processes; facilitate sales revenue generation; establish financing sources and process for seeking funding; and facilitate investor meeting preparation, presentation, and negotiations.

A Milestone partner will serve as venture coach for the Company. It will be this partner's responsibility to manage the Company's progress and provide access to all of

Milestone's resources and personnel. In addition, other partners at Milestone will assist in aspects of developing the Company's overall strategy and focus pertaining to obtaining sales, investment and other key deliverables.

COMPANY COMMITMENTS

Pursuant to the Definitive Agreement, the Company would issue Milestone a warrant for a total of fifteen percent (15%) of the fully-diluted shares of the Company's then most senior class or series of preferred stock measured immediately prior to an equity financing in which the Company raises at least one million dollars (\$1,000,000) or, if exercise is not in connection with such a financing, immediately prior to exercise. Twenty-five percent (25%) of the aggregate number of shares subject to the warrant shall be fully vested on the thirty day (30) anniversary of the Agreement Date; and all remaining unvested shares subject to the warrant shall vest ratably on a monthly basis during the twelve (12) month period immediately following the date of the Definitive Agreement, such that 100% of the shares subject to the warrant shall be vested on the twelve (12) month anniversary of the date of the Definitive Agreement. The exercise price of the warrant shall be \$0.001 per share. The warrant shall contain preemptive rights, co-sale rights, registration rights and a redemption feature.

In addition to the equity, the Company will pay Milestone a consulting fee of \$5,000 per month, as partial compensation for the services described herein and to reimburse Milestone for its overhead in performing such services, for each month that the Company is serviced by Milestone, for a term of twelve (12) months. The payment of this monthly consulting fee will be deferred until the earlier of (a) the initial closing of an equity financing or series of related equity financings in which the Company issues at least one million Dollars (\$1,000,000) worth of equity or (b) such date when the Company has gross revenues of least One Million Dollars (\$1,000,000) in any twelve month period.

EXPENSES

Unless otherwise agreed, each party would bear its own expenses incurred in performance of its obligations under the Definitive Agreement.

INDEPENDENT CONTRACTORS

Each party would be an independent contractor, and not an agent of the other, with no authority to bind the other party by contract or otherwise.

CONFIDENTIALITY

The parties acknowledge that, during the course of negotiating the Definitive Agreement, each party will receive certain information from the other party, which, by the nature of the information or the circumstances surrounding disclosure ought reasonably be considered confidential or proprietary to the disclosing party (any such information, "*Confidential Information*"). In the event the parties disclose Confidential Information they want treated confidentially, the parties will execute a separate nondisclosure agreement. Neither party shall disclose the terms of this Letter of Intent without the prior written consent of the other party.

MISCELLANEOUS

The Definitive Agreement would contain customary provisions with respect to, among other things, confidentiality, insurance, indemnification, warranties, termination and force majeure. Neither party shall have any liability to the other party for any claims arising from or relating to this Letter of Intent.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Letter of Intent as of the date first written above.

**MILESTONE EQUITY PARTNERS
NORTHERN VIRGINIA, LLC**

By: 

Name: Peter G. Bianco

Title: Senior Partner

TrackRF, Incorporated:

By:  2/24/03

Name: Gregg Dorf

Title: President

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, May 3, 2000

This is to Certify that the certificate of incorporation of

Dorn Technologies, Incorporated

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business.

Effective date: May 3, 2000



State Corporation Commission

Attest:

Joel H. Heck
Clerk of the Commission

PROPOSAL OUTLINE

DeltaTech Services to be provided to DornTech for the "MatchNet" Introduction Services Business

- **DeltaTech Responsibilities:**
 1. Conduct an initial market assessment
 2. Identify potential joint venture and or strategic partners, or licensees in USA and Overseas
 3. Prepare Executive Summary Introduction Material for potential partners
 4. Provide recommended business strategy approach

- **DornTech Responsibilities:**
 1. Provide technical support for Executive Summary preparation
 2. On call for answering technical questions (written and verbal), and support of potential partner conference calls or other technical discussions
 3. Coordinate with DeltaTech on other DornTech initiatives and service trials (e.g. New York event, manufacturing capability)
 4. On call for "live" demo's for potential partners identified by DeltaTech

- **Terms:**
 1. Period of Performance- 90 Days
 2. Total Payment to DeltaTech- \$ 3,000
 - \$ 1000 due upon contact signing
 - \$ 1000 due each month thereafter

- **Deliverable Products:**
 1. Market Assessment Report
 2. Executive Summary
 3. Recommended Business Strategy Approach Report



December 19, 2003

Gregg Dorn
President
TrackRF, Inc.
6338 Shirey Lane, Centreville, VA 20121

RE: Termination of Services Agreement

Dear Sirs:

I am writing to terminate the Warrant and Services Agreement between TrackRF, Inc. and Milestone Equity Partners Northern Virginia, LLC that was signed on February 20, 2003. Given the operational changes taking place within Milestone, it is the decision of TrackRF to exercise its option to terminate for convenience as outlined in Section 7.2 of the Services Agreement.

The experience working with the Milestone team has been overall a very positive one, and we have been pleased with the value we have received. However, with little or no certainty about the stability of Milestone's future, I cannot in good conscience as a founder of this Company provide any more equity compensation to Milestone. Our records show that, based upon the terms of the Warrant Agreement signed February 20, 2003, Milestone will have vested into warrants for 13.125% of TrackRF's total equity pool as of December 19, 2003. Please contact me if you have any questions.

Best Regards,

Gregg Dorn
President
TrackRF, Inc.